

GREENSFELDER, HEMKER & GALE, P.C.

ATTORNEYS AT LAW

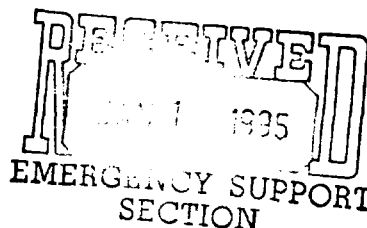
1800 EQUITABLE BUILDING
10 SOUTH BROADWAY
ST. LOUIS, MISSOURI 63102-1774
TELEPHONE (314) 241-9090
TELEFAX (314) 241-8624

145047

January 13, 1995

VIA FEDERAL EXPRESS

Ms. Carol Graszer Ropski
U.S. EPA
Emergency Support Section (HSE-5J)
77 West Jackson Blvd.
Chicago, IL 60604



RE: Sauget Area 1, Site G
Illinois Route 3 and Queeny Ave.
Sauget, IL

Response to EPA Notice of Potential Liability

Dear Ms. Ropski:

We represent Wiese Planning and Engineering and are responding to the Environmental Protection Agency's letter of December 20, 1994 addressed to: "Wiese Engineering Company" and received by Wiese Planning and Engineering at its Sauget facility on December 30, 1994.

We believe the December 20 letter was misdirected to Wiese Planning and Engineering since Wiese Planning and Engineering does not now, nor has it at any time owned or operated at the Sauget site, described as Sauget Area 1, Site G, Illinois Route 3 and Queeny Avenue, Sauget, Illinois (the "Site") in the December 20 letter. Also, with respect to the Site, Wiese Planning and Engineering has never by contract or otherwise, arranged for the disposal or treatment of hazardous substances at the Site, or for the transportation of hazardous substances to the Site for disposal or treatment. Finally, Wiese Planning and Engineering has never transported hazardous substances to the Site for disposal or treatment. Therefore, Wiese Planning and Engineering denies any liability, or that it is a potentially responsible party ("PRP") with respect to the Site.

We also represent Mr. Harold W. Wiese, who is the owner of a portion of the Site. Harold W. Wiese has never by contract or

otherwise, arranged for the disposal or treatment of hazardous substances at the Site, or for the transportation of hazardous substances to the Site for disposal or treatment. Further, Harold Wiese has never transported hazardous substances to the Site for disposal or treatment. Therefore, Harold W. Wiese denies any liability, or that he is a PRP with respect to the Site. Harold Wiese previously denied being a PRP at this Site in our July 14, 1987 correspondence to Ms. Susan Swales with U.S. EPA Region V. Please find a copy of this letter, including Exhibits ("1987 Exhibits"), attached hereto. Harold Wiese purchased the property, which is a part of the Site, from Leo Sauget in 1966. Please see the 1987 Exhibits with respect to details of Harold W. Wiese's ownership. Harold Wiese has never conducted any business on the property in question, nor leased the property. The sole activity during Harold Wiese's ownership has been activity by Explorer Pipeline, with respect to an underground pipeline, all as shown in the 1987 Exhibits. As stated in our 1987 correspondence, Harold Wiese denies being a PRP at the Site, but stands ready to fully cooperate with the U.S. EPA in providing any additional information which may be of further assistance.

Nothing contained herein shall constitute, nor be construed as, an admission or a denial of any facts or allegations set forth in the U.S. EPA's correspondence, or any of the other documents referenced herein. If you have any questions or require additional information, please contact the undersigned, Walter L. Wittenberg, at 314/241-9090. Thank you.

Very truly yours,

GREENSFELDER, HEMKER & GALE, P.C.

By Walter L. Wittenberg / WLT
Walter L. Wittenberg

Enclosures

/JWT
1147/244

cc: Mr. Thomas J. Martin - U.S. EPA Region V (w/out attachments)

RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

The following answers are given in response to a letter received by the undersigned from the United States Environmental Protection Agency, dated May 19, 1987, with respect to Dead Creek-Area G, Sauget Site, Sauget, Illinois. References to the "Site" in this response refers to that Portion of the real property owned by me in Sauget, Illinois which is a part of Dead Creek-Area G Sauget Site which has recently at the U.S. EPA's instruction been fenced.

1. I have never nor has anyone to the best of my knowledge on my behalf, ever arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, to the Site.

2. On July 15, 1963, Wiese Planning & Engineering, Inc., all of whose stock is owned by me, leased from Leo Sauget, a single person, as Lessor, portions of lots numbered 1 and 2 of "Dashney's Subdivision of Lot 207 Third Subdivision Cahokia Commons". At the time the Lease was entered into, Leo Sauget was the Mayor of what was then known as Monsanto, Illinois, and is now known as Sauget, Illinois. I have no original executed copy of this Lease, but there is enclosed with this response and marked Exhibit 2A1, a xerox copy of an unexecuted copy of that Lease. From the legal description given in that Lease the Site described in your letter as Dead Creek Area G is not included within the property leased.

On March 1, 1966, I purchased a tract of land consisting of parts of lots numbered 1 and 2 of "Dashney's Subdivision of Lot 207, Third Subdivision Cahokia Commons" from Leo Sauget of the Village of Monsanto, County of St. Clair, State of Illinois. A xerox copy of the Warranty Deed transferring title from Leo Sauget to me, recorded at Book 2001, Page 556 of the St. Clair County Recorder of Deeds Office is attached to this response as Exhibit 2A2. I have continuously owned the subject property of that Deed, a portion of which is included within the Site since the date of that Deed.

The western portion of the property (which is not included in the Site) has been leased by me to Wiese Planning & Engineering, Inc. since 1966, on a month-to-month tenancy.

On May 17, 1972, I, as Grantor, granted a right of way easement to Explorer Pipeline Company, a Delaware corporation, for the construction, operation, maintenance and repair of a pipeline over part of my property, which is included in Site. A copy of this right of way agreement is attached to this letter as Exhibit 2A3.

On February 13, 1973, I received a letter from A.B. Kelhofer, of Explorer Pipeline Company, which letter had attached to it a plat purporting to describe the as-built location of a pipeline across my property. A copy of this letter and the as-built plat are attached to this response as Exhibits 2A4 and 2A5.

I am not aware of any other arrangements, leases, deeds or other documents which I have executed with respect to my property or the Site.

3. Information about the Site has been included in my answers to paragraph 2 of your questions. I am not aware that anyone has made a survey and produced a written legal description of the Site. To the best of my knowledge there are no underground utilities other than the pipeline referred to in my answer to question 2 which is located on the Site. There are no surface structures and I am not aware of any drilling (other than the recent test drilling by the EPA) that has taken place on the Site nor am I aware of any storm water drainage systems or any other items mentioned in questions 3 (b), (c), (d), (e), (f) of your letter. Copies of several maps in my file which include the Site are attached to this response as Exhibits 3A and 3B. Additional maps and drawings are attached as Exhibits under your question 2.

4. I have not and no one under my supervision or any lessee or month-to-month tenant has ever conducted any activities or business on the Site. The Site has been a vacant lot for as long as I have owned it and I am not aware of any purchasing, receiving, processing, storing, treating, disposing or other handling of hazardous substances or materials on the Site.

5. Pursuant to Illinois EPA request, I granted permission to the EPA to come on the Site for the purpose of taking test samples. Incident to that sampling, the Illinois environmental protection agency provided my representatives with split samples. Those split samples were delivered to a laboratory for analysis. A copy of their analysis of the samples is enclosed with these answers as Exhibit 5A.

6. I have no plans to hire a consultant to perform any investigations of the soil, water, geology or otherwise with respect to the Site since I understand this is being carried out by the Illinois EPA and the U.S. EPA. They have taken control of the Site and fenced it.

7. I have no knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals with respect to the Site by me or any contractor since I have never carried on or done any of those activities. I believe the prior owner of the Site, Leo Sauget, is now deceased. I have no knowledge with respect to the Site of any activity carried on concerning hazardous waste by him.

8. I have never purchased, generated, stored, treated, disposed, transferred or otherwise handled any substance or material. This answer is an unqualified no.

9. I have never used, purchased, generated, treated, disposed or transferred or otherwise handled any waste materials or substances named in this question.

10. I have no knowledge of any hazardous material being thrown, spilled, poured, leaked or in any way released into or onto the top soil ground floor on the Site.

11. I have no knowledge of any soil being excavated or removed from the Site. This answer is unqualified, except with respect to the fact that I have knowledge that the EPA pursuant to my permission went on the Site to take split samples and further that I, as stated in a prior answer, granted an easement to the Explorer Pipeline Company to build a pipeline along the eastern edge of the Site. I was not present when the pipeline was installed so I have no knowledge as to whether or not any soil was excavated or removed from the Site incident to that pipeline construction.

Harold W. Wiese

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

Subscribed and sworn to before me this ____ day of _____,
1987.

Notary Public

My term expires:

7780(D)

LEASE

THIS INDENTURE, made this _____ day of July, 1963, between LEO SAUGET, a single person, as Lessor, and WIESE PLANNING & ENGINEERING, INC., a Missouri corporation qualified to do business in the State of Illinois, as Lessee:

WITNESSETH:

That Lessor has this day leased to Lessee the premises known and described as:

That part of Lots numbered 1 and 2 of "DASHNEY'S SUBDIVISION of Lot 207, Third Subdivision, Cahokia Commons"; reference being had to the plat thereof recorded in the Recorder's Office, St. Clair County, Illinois, in Book of Plats "V" on Page 26, described as follows, to-wit: Commencing at the concrete monument which marks the intersection of the east right-of-way line of State Bond Issue Route #3 with the North line of Lot numbered One (1) of DASHNEY'S SUBDIVISION; thence eastwardly along the North line of said Lot numbered One (1) a distance of One Hundred Eighty-Four and Five Tenths (184.5) feet to a pipe which marks the point of beginning of the tract of land herein described; thence southwardly along a line which makes an angle of ninety degrees with the north line of said Lot One (1) a distance of One Hundred Thirty-One and Ninety-Two One Hundredths (131.92) feet to a point in the north line of said Lot One (1) of DASHNEY'S SUBDIVISION; thence westwardly along the said North line a distance of Three Hundred Thirty (330) feet to the point of beginning.

to be occupied by Lessee for use in connection with the business of Lessee, that is: selling, leasing, maintaining, servicing, storing, repairing, building and rebuilding materials, handling equipment, fork-lift trucks, etc., and generally dealing in all sorts of equipment, materials, products and facilities in connection with the handling, transportation and movement of products and materials and all related services in connection therewith, for and during the term of six years commencing on the 15th day of July, 1963, and ending on the 14th day of July, 1969, subject to the terms and conditions hereinafter set forth, and Lessee hereby accepts said lease and the parties hereby agree and covenant as follows:

FIRST: Lessee shall pay Lessor at 2902 Monsanto Avenue, East St. Louis, Illinois, as rent for the said leased premises the sum of One Hundred Dollars (\$100.00) per annum payable in advance upon the 15th day of July, 1963, and the 15th day of each succeeding July thereafter during the term hereof.

SECOND: The leased premises, at date of execution hereof, consists of unimproved land. Lessee may, but is not required to, erect on such land a building of such type and description as Lessee deems suitable for Lessee's needs and uses. Lessee shall maintain and be responsible for all repairs

RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

EXHIBIT 2A1

to said building during the term of this lease, and Lessee may, but is not required to, remove said building and any fixtures or appurtenances at any time during the term of this lease. If a building permit be necessary and if Lessee is not able to secure a building permit for the type of structure and building Lessee desires to erect, then this lease, at Lessee's option, may be terminated and shall be of no further force and effect. If so terminated, neither party will have any obligation to the other party by reason of this lease or its termination.

THIRD: Lessee shall pay all taxes which are levied or assessed by reason of said building only being erected on said premises, and Lessee shall maintain such insurance as it deems appropriate in connection with said building and the premises.

FOURTH: The foregoing covenants, and the terms and conditions of this lease, shall inure to the benefit of and be binding upon the respective heirs, devisees, personal representatives, successors, and assigns of the parties hereto, except as herein otherwise provided.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

_____(SEAL)
LEO SAUGET - Lessor

WIESE PLANNING & ENGINEERING, INC.,
a Missouri corporation qualified to
do business in the State of Illinois.

By _____(SEAL)
Lessee

60376
WARRANTY DEED - STATUTORY FORM

4229857

THIS INDENTURE WITNESSETH, THAT THE GRANTORS

LEO SAUGET, widower of Louise

BOOK 2001 PAGE 556

FILED FOR RECORD
IN THE RECORDER'S OFFICE

Sauget, deceased, and not since remarried,

1966 MAR -7 PM 1:03
BOOK 2001 PAGE 556

of the Village of Monsanto County of St. Clair

RECORDED

and State of Illinois for and in consideration of the sum of

One Dollar (\$1.00) and other good and valuable considerations

in hand paid, Convey B and Warrant S to

HAROLD W. WIESE

of the County of St. Louis and State of Missouri
the following described Real Estate, to-wit:

That part of Lots Numbered One (1) and Two (2) of "DASHNEY'S SUBDIVISION OF LOT 207 THIRD SUBDIVISION CAHOKIA COMMONS"; reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "V" on page 26, described as follows, to-wit:-

Commencing the survey thereof at the concrete monument which marks the intersection of the East Right-of-way line of State Bond Issue Route No. 3 with the North line of Lot Numbered One (1) of said "Dashney's Subdivision"; thence Eastwardly along the North line of said Lot Numbered One (1), a distance of One Hundred and Eighty-four and five tenths (184.5) feet to a pipe which marks the point of beginning of the tract of land herein ~~intended to be~~ conveyed; thence Southwardly along a line which makes an angle of 90 degrees 00 minutes with the North line of said Lot Numbered One (1), a distance of One Hundred and Thirty-One and Ninety-two Hundredths (131.92) feet to a pipe in the South line of Lot Numbered Two (2) of said "Dashney's Subdivision"; thence Eastwardly along the South line of said Lot Numbered Two (2) of Dashney's Subdivision, a distance of One Thousand Sixty-two and eight hundredths (1,062.08) feet to the Southeast corner of said Lot Numbered Two (2); thence Northwardly along the East line of Lots Numbered One (1) and Two (2) of Dashney's Subdivision to the Northeast corner of Lot Numbered One (1); thence Westwardly along the North line of said Lot Numbered One (1) of Dashney's Subdivision, a distance of One Thousand Seventy and Five tenths (1070.5) feet to the point of beginning;

Subject to the rights of Wiese Planning & Engineering, Inc., a Missouri corporation qualified to do business in the State of Illinois, acquired under Lease dated July 16th, 1963, made by Grantor herein, for a term of six years.

situated in the County of St. Clair, in the State of Illinois, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of this State.

Grantee herein hereby assumes and agrees to pay the general taxes for the year 1965 and thereafter.

Dated this first day of March, A. D. 1966.

(SEAL) *Leo Sauget* (SEAL)

(SEAL) (SEAL)

STATE OF ILLINOIS)

County of St. Clair) ss.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT
Leo Sauget, widower of Louise Sauget, deceased,
and not since remarried,

personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 1st day of March, A. D. 1966.

Notary Public.

MAIL SUBSEQUENT TAX BILLS TO

ADDRESS OF PROPERTY:

9837



RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

Document No. _____

WARRANTY DEED
STATUTORY FORM

FROM

Leo Sauget, a widower

TO

Harold W. Wiese

NAME Mr. Edward L. Wiese
ADDRESS c/o Greensteldt, Henker & Wiese,
Suite 707, 404 North 3th St.,
CITY St. Louis, Missouri, 63101
DATE _____ INITIALS _____

AFTER RECORDING
MAIL THIS INSTRUMENT TO

*Check received & deposited to my
account. 5/18/72 Hm*

RIGHT OF WAY

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

For the sum of One Thousand Dollars (\$1,000.00), receipt of which is hereby acknowledged, the undersigned, herein called "GRANTOR", hereby grants, sells and conveys to Explorer Pipeline Company, a Delaware corporation, herein called "GRANTEE", the following rights and easements:

1. The right to lay, construct, operate, maintain, repair, renew, substitute and remove a pipeline and all appurtenances thereto, and corrosion control equipment, for the transportation of liquids, gases, solids, or mixtures of any or all thereof, at a location and on the route selected by GRANTEE on, in, over and through the following described land in St. Clair County, Illinois, to-wit:

The right-of-way and easement herein granted is limited and restricted to the Easterly fifty (50) feet of the property described below, to the construction, operation and maintenance of one (1) pipeline only, and shall be in effect only for the period of fifty (50) years from and after the date hereof.

That part of Lots numbered One (1) and Two (2) of "DASHNEY'S SUBDIVISION OF LOT 207 THIRD SUBDIVISION OF CAHOKIA COMMONS": reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plats "V" on page 26, described as follows, to-wit:

Commencing at the concrete monument which marks the intersection of the East Right of Way line of State Bond Issue Route No. 3 with the North line of Lot numbered One (1) of Dashney's Subdivision; thence Eastwardly along the North line of said Lot numbered One (1), a distance of One hundred Eighty-four and five tenths (184.5) feet to a pipe which marks the point of beginning of the tract of land herein described: thence Southwardly along a line which makes an angle of 90° 00' with the North line of said Lot 1, a distance of One Hundred Thirty-one and Ninety-two hundredths (131.92) feet to a pipe in the South line of Lot numbered Two (2) of Dashney's Subdivision, thence Eastwardly along the South line of said Lot numbered Two (2) of Dashney's Subdivision, a distance of One Thousand Sixty-two and eight hundredths (1062.08) feet to the Southeast corner of said Lot numbered Two (2); thence Northwardly along the East line of Lots numbered

RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
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One (1) and Two (2) of Dashney's Subdivision to the North-east corner of Lot numbered One (1); thence Westwardly along the North line of said Lot numbered One (1) of Dashney's Subdivision, a distance of One Thousand Seventy and five tenths (1070.5) feet to the point of beginning. Containing 3.229 acres more or less.

GRANTEE agrees that it will prepare a plat which reflects the "as built" location of the easement and right-of-way covered hereby, such plat to be marked Exhibit A, attached hereto after approval by GRANTOR and hereby incorporated herein by reference, the same as if fully set forth herein.

2. The right of ingress and egress in, on, over, across and through said easterly 50 feet above described for any and all purposes necessary or convenient to the exercise by GRANTEE of the rights and easements herein granted.

3. GRANTEE agrees that said pipeline will be completely underground a minimum of 36 inches from the top of the pipe to normal surface of the ground and the pipe used will handle a maximum pressure of 1,337 pounds per square inch and that the maximum pressure to be actually used will not exceed 275 pounds per square inch.

4. GRANTOR reserves the right to use said above-described land for all uses including driveway and ingress and egress, except any other uses which may unreasonably interfere with the enjoyment of the rights and easements herein granted, except that GRANTOR covenants that GRANTOR shall not impound water, or construct or permit any buildings, structures or works of any type whatsoever within 25 feet of the pipeline to be installed hereunder. GRANTOR agrees that GRANTEE may use a strip of land 75 feet in width during the construction of the pipeline laid hereunder, and thereafter GRANTEE'S use shall be confined to a right of way extending 25 feet on each side of the centerline of said pipeline, including the right from time to time to cut and remove trees, undergrowth, and other obstructions thereon that may endanger, or interfere with the exercise of the rights herein granted.

5. GRANTEE, by acceptance hereof, agrees to bury any pipeline laid hereunder a minimum of 36 inches below ground level so that it will not interfere with the ordinary cultivation of the said above-described land. GRANTEE, at its option, may construct its pipeline above the channel of any natural or man made stream, ravine, ditch, or other water course. GRANTEE agrees to pay any damages to growing crops, fences, buildings and timber on said land which may immediately and directly result from the exercise of the rights herein granted, provided that after the said pipeline has been laid GRANTEE shall not be liable for damages caused by keeping said right of way clear of trees, undergrowth, structures, works and other obstructions in the course of the exercise by GRANTEE of any of its rights hereunder.

6. GRANTOR covenants with GRANTEE that he is the owner of said

above-described land and has the right, title, and capacity to grant the rights and easements herein granted.

7. This agreement shall be binding upon the heirs, executors, administrators and personal representatives of GRANTOR; GRANTEE agrees that it will not transfer, convey or assign any of the rights and easements herein granted except with the prior written consent of GRANTOR. *Q3K*
16mm

8. GRANTOR hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois in and to the above described property.

9. GRANTEE will repair, at its own cost and expense, any damages caused to the property of GRANTOR or WIESE PLANNING & ENGINEERING, INC., or their agents, servants, employees, invitees, successors and assigns, as a result of use of said right of way and easement by GRANTEE, its agents, servants, employees and invitees.

GRANTEE shall restore the premises covered by this right of way and easement to a clean, neat and orderly condition, removing any trash, debris or litter which may be there by reason of such construction upon the same by GRANTEE.

10. GRANTEE agrees to hold harmless and indemnify GRANTOR and WIESE PLANNING & ENGINEERING, INC. or either of them from any damage, loss, cost or expense, including attorney's fees and costs of court, in connection with any damages sustained by GRANTOR and said WIESE PLANNING & ENGINEERING, INC. or either of them arising out of acts or omissions of GRANTEE, including negligent acts and omissions of its agents, servants, employees and invitees incident to use of the premises covered by the right of way or easement herein granted. This indemnity shall include claims of third parties arising out of property damage, death or personal injury, and shall include any claims where the injured or damaged party alleges that the said damages resulted from the combined negligence of GRANTEE and GRANTOR, or of GRANTEE and WIESE PLANNING & ENGINEERING, INC.

TO HAVE AND TO HOLD said rights and right of way, easements, estates, and privileges unto the said GRANTEE, its successors and assigns, (subject to ¶ 7 above) so long as said right of way and easements are used for the purposes granted herein.

IN WITNESS WHEREOF, GRANTOR has executed this instrument this the 17th day of May, 1972.

WITNESS:

V. B. Kellogg

Harold W. Wiese
Harold W. Wiese



EXPLORER PIPELINE COMPANY

February 13, 1973

Re: R/W 532-10 H. W. Wiese
St. Clair County, Illinois

Mr. H. W. Wiese
205 Graybridge Road
St. Louis, Missouri

Dear Mr. Wiese:

In accordance with the right of way agreement you executed on May 17, 1972, we have attached a plat (Drawing No. 532-LP-1006) to the agreement and are placing it of record in St. Clair County, Illinois. The drawing reflects the as-built location of Explorer's pipeline across your property in Sauget, Illinois.

For your information and files we are enclosing two prints of the as-built drawing.

Let me take this opportunity to thank you again for your co-operation and assistance in this matter.

Very truly yours,

A. B. Kelhofer
A. B. Kelhofer

ABK:km
encls.

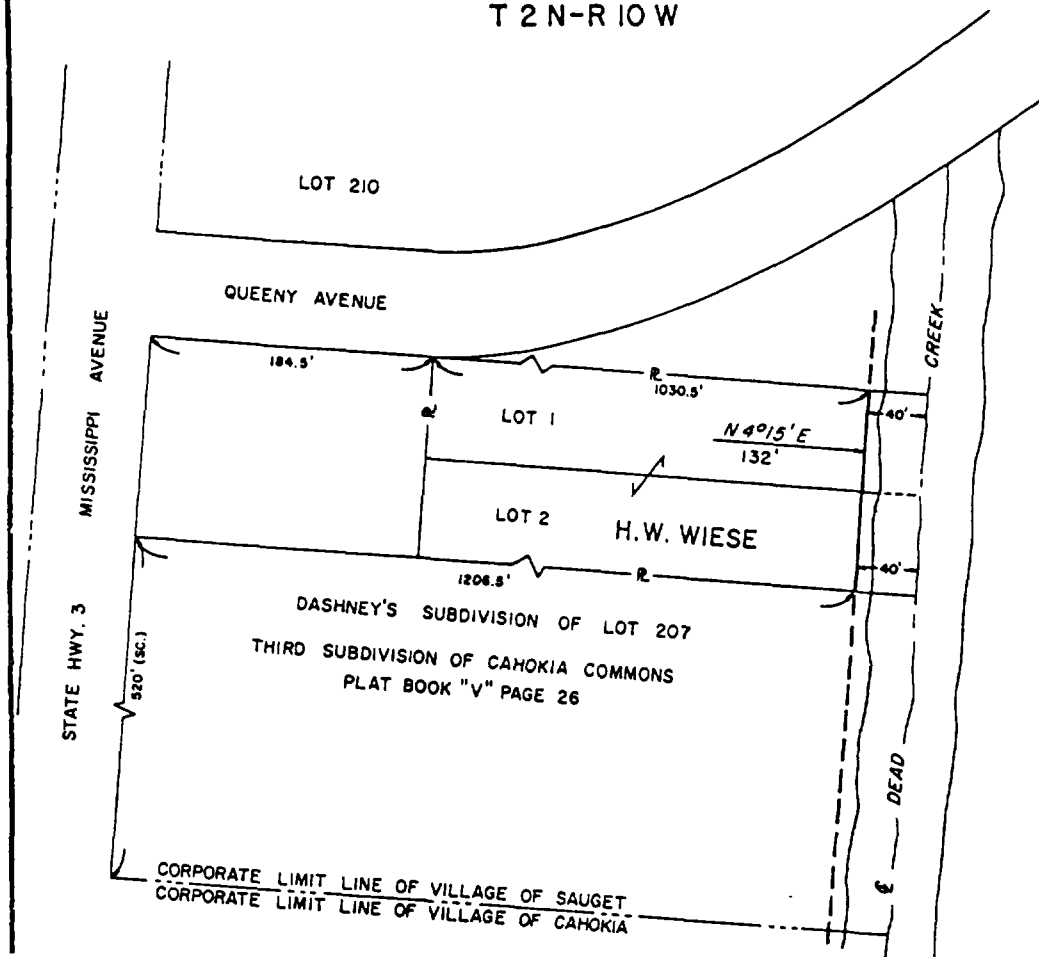
*10' in question
HWD 11/1/83*

RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

EXHIBIT 2A4

ST. CLAIR COUNTY, ILLINOIS

T 2 N-R 10 W



RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

EXHIBIT 2A5

EXHIBIT "A"

SCALE: 1"=100'

REF. 532-AA-1001, TR. 10

EXPLORER PIPELINE COMPANY

TULSA, OKLAHOMA

14" PIPELINE CROSSING THE PROPERTY OF

H. W. WIESE

ST. CLAIR COUNTY

T 2 N-R 10 W

ILLINOIS

DRAWN KAH

CHK'D. TMC

DATE 1-31-73

APPR'D. JBB

532-LP-1006

3RD SUBD. OF CAHOKIA COMMONS

LEWIN MATHES CORP.

LOT 210

NOT KNOWN AS QUEENY AVENUE

MIDWEST AVENUE

20' WIDE STRIP TO BE ACQUIRED FOR ROAD WIDENING

184.5' 131.82' 2.5" PIPE 1890' 1263.08' S 84° 24' E 870.0'

CONCLUSION

1890' 2.5" PIPE

DASHNEY'S SUBD. OF LOT 207

RICHARD E. WEINEL & ASSOCIATES

Land Surveyors - Engineers
9800 Mark Trail - Weinel Hqs
FAIRVIEW HEIGHTS, IL 62208

October 27, 1983
Fairview Heights, IL 62208

This is to certify that in the employ of Richard Dubray of Madison Diesel Service, 1300 Queeny Avenue, Cahokia, Illinois, I have surveyed and platted a 1.00 acre tract in the East end of Lots 1 & 2 of "DASHNEY'S SUBDIVISION OF LOT 207 OF THE THIRD SUBDIVISION OF THE CAHOKIA COMMONS," reference being had to the plat thereof recorded in the Recorder's Office of St. Clair County, Illinois, in Book of Plate "V" on page 26 and that the plat hereto attached is a representation thereof.

Richard E. Weinel
Richard E. Weinel, I.L.S.No. 1398



ESTABLISHED BY
ORDINANCE NO. 162

DEAD CREEK

OLD STONE

66°W PART OF LOT 210

SOUTHERLY LINE LOT 210

S 84° 24' E 330.0'

LOT 1

1.00 AC.

LOT 2

N 84° 24' W 330.0'

LOT 3

LOT 4

LOT 5

35' 11" 131.82' 2.5" PIPE

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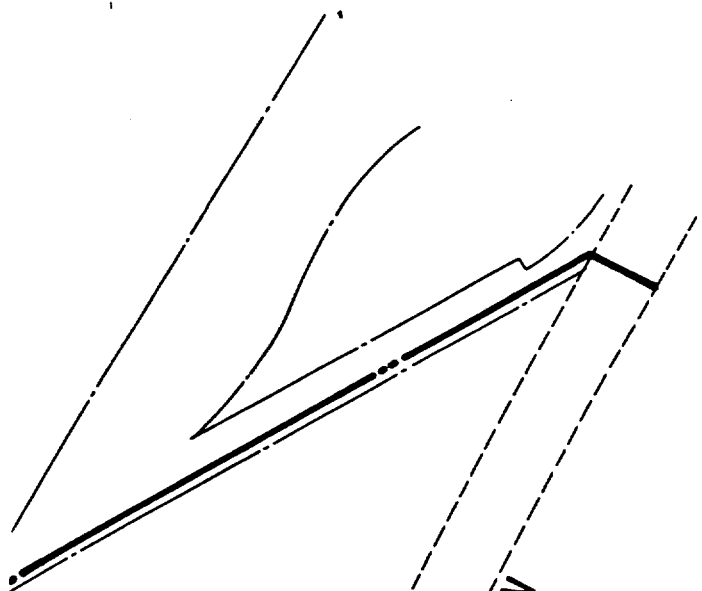
35' 11" 131.82' 2.5" PIPE

35' 11" 131.82' 2.5" PIPE

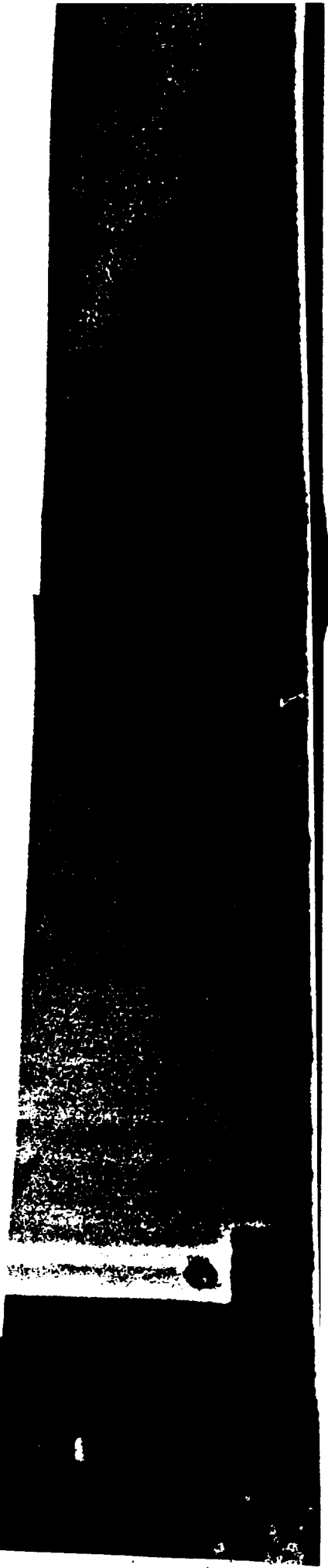
35' 11" 131.82' 2.5" PIPE

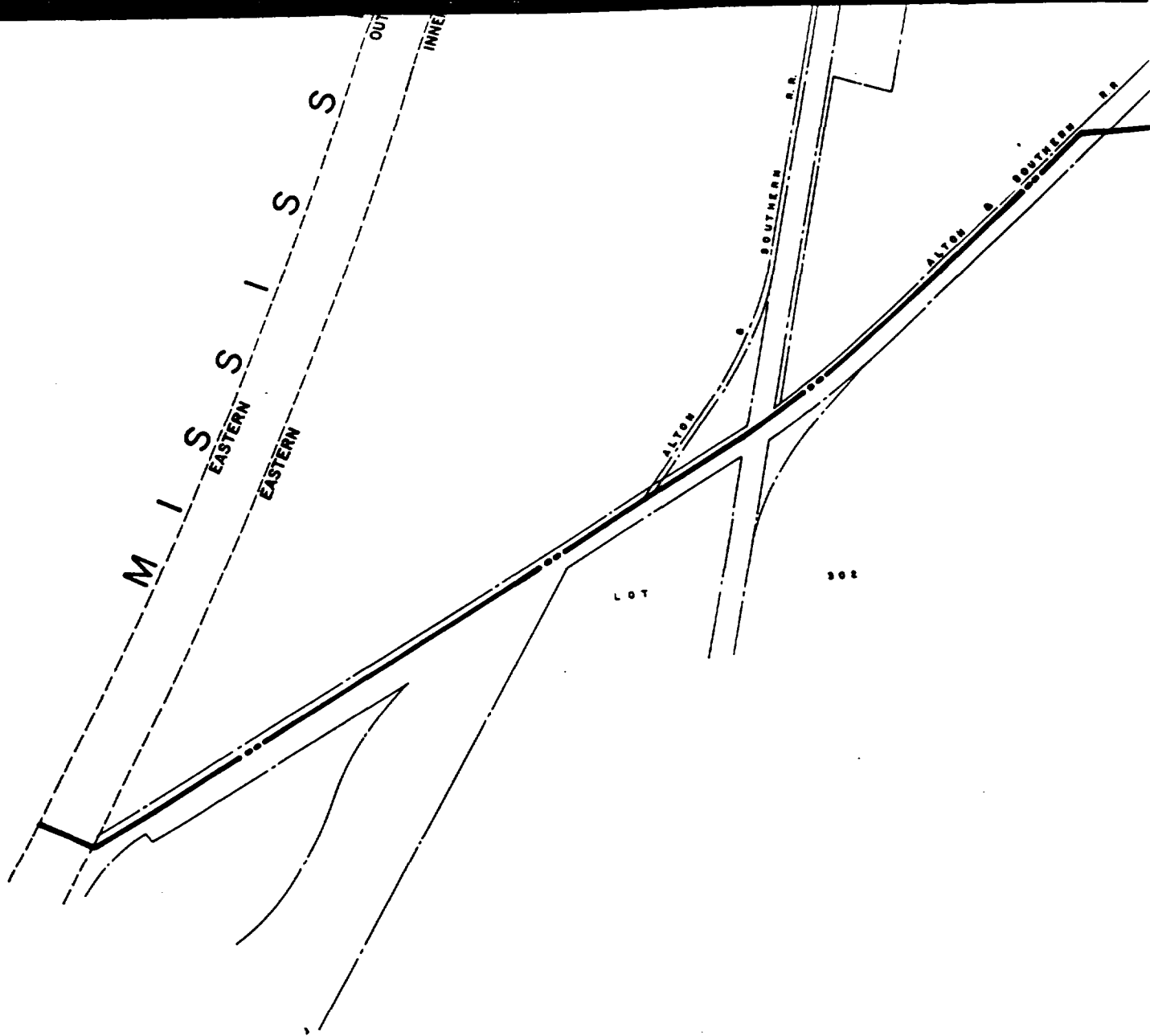
RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

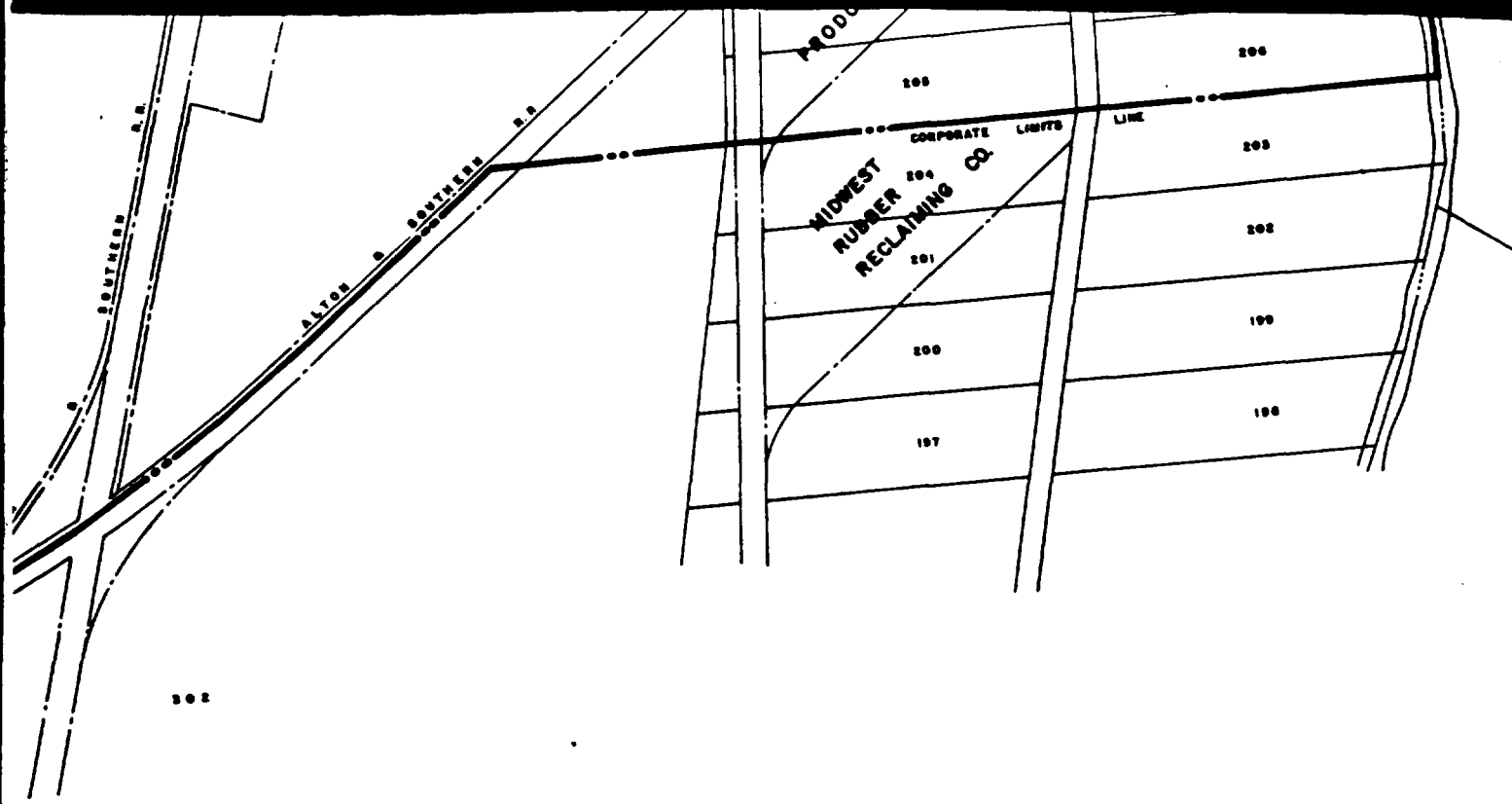
EXHIBIT 3A

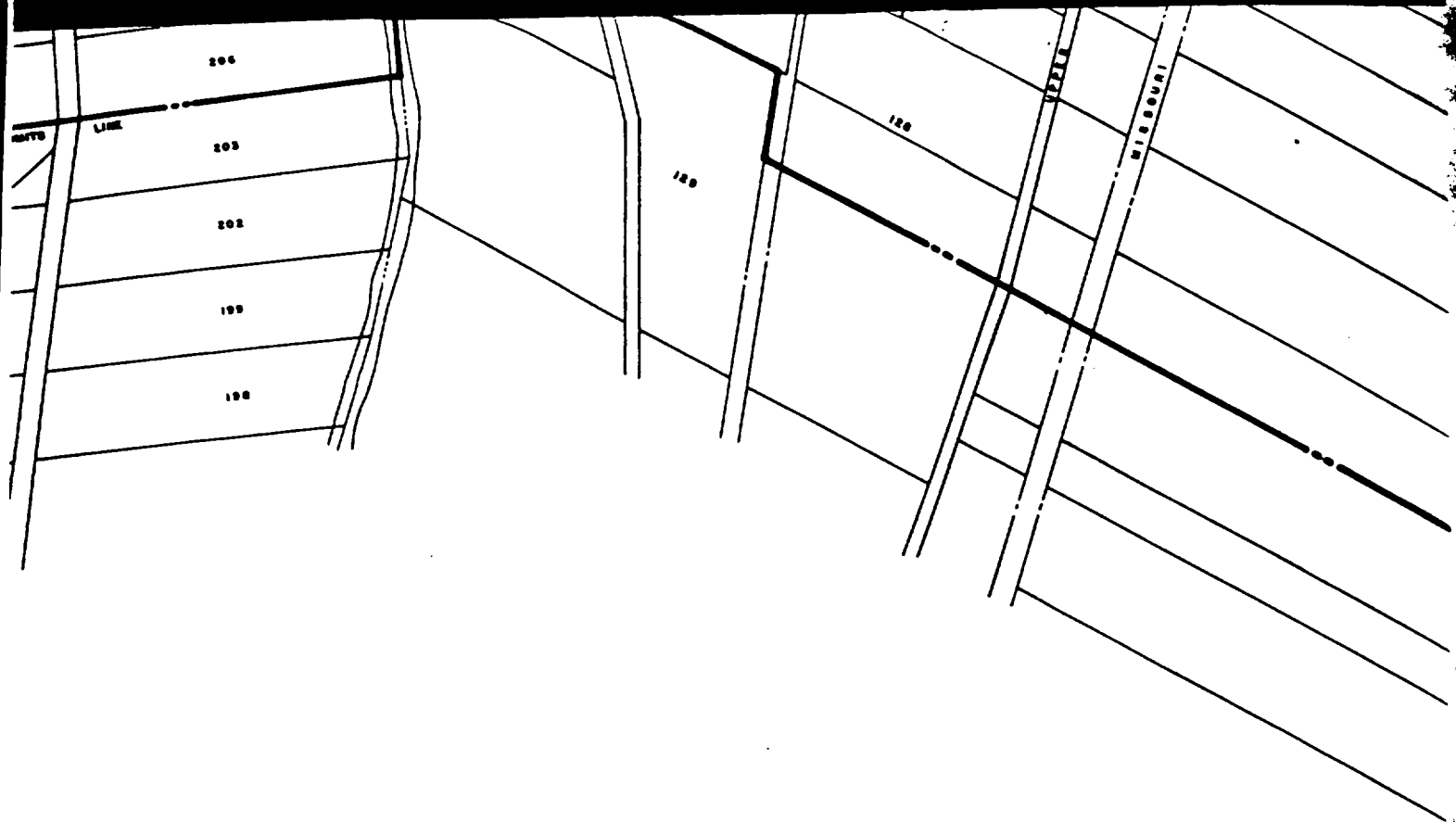


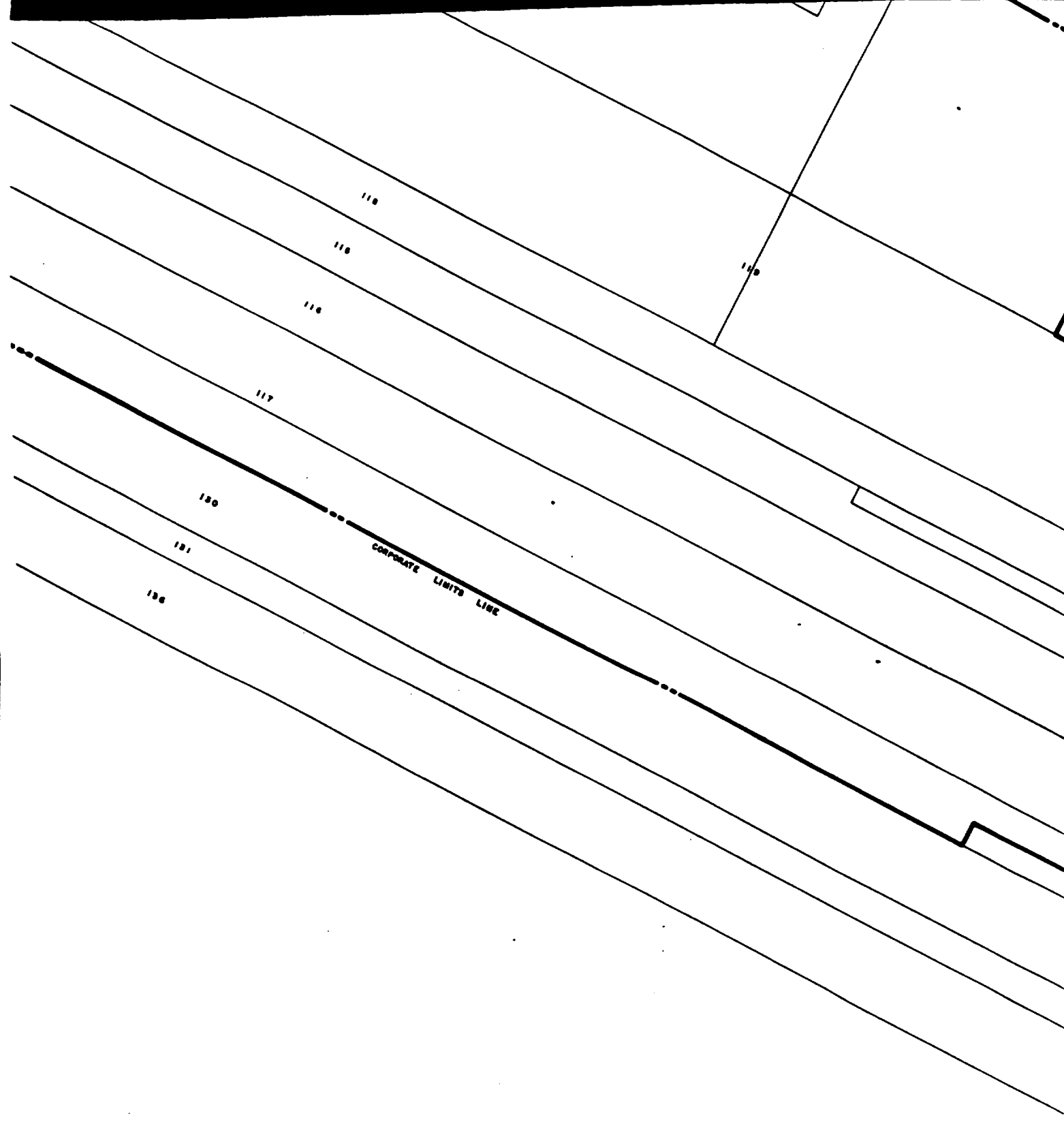
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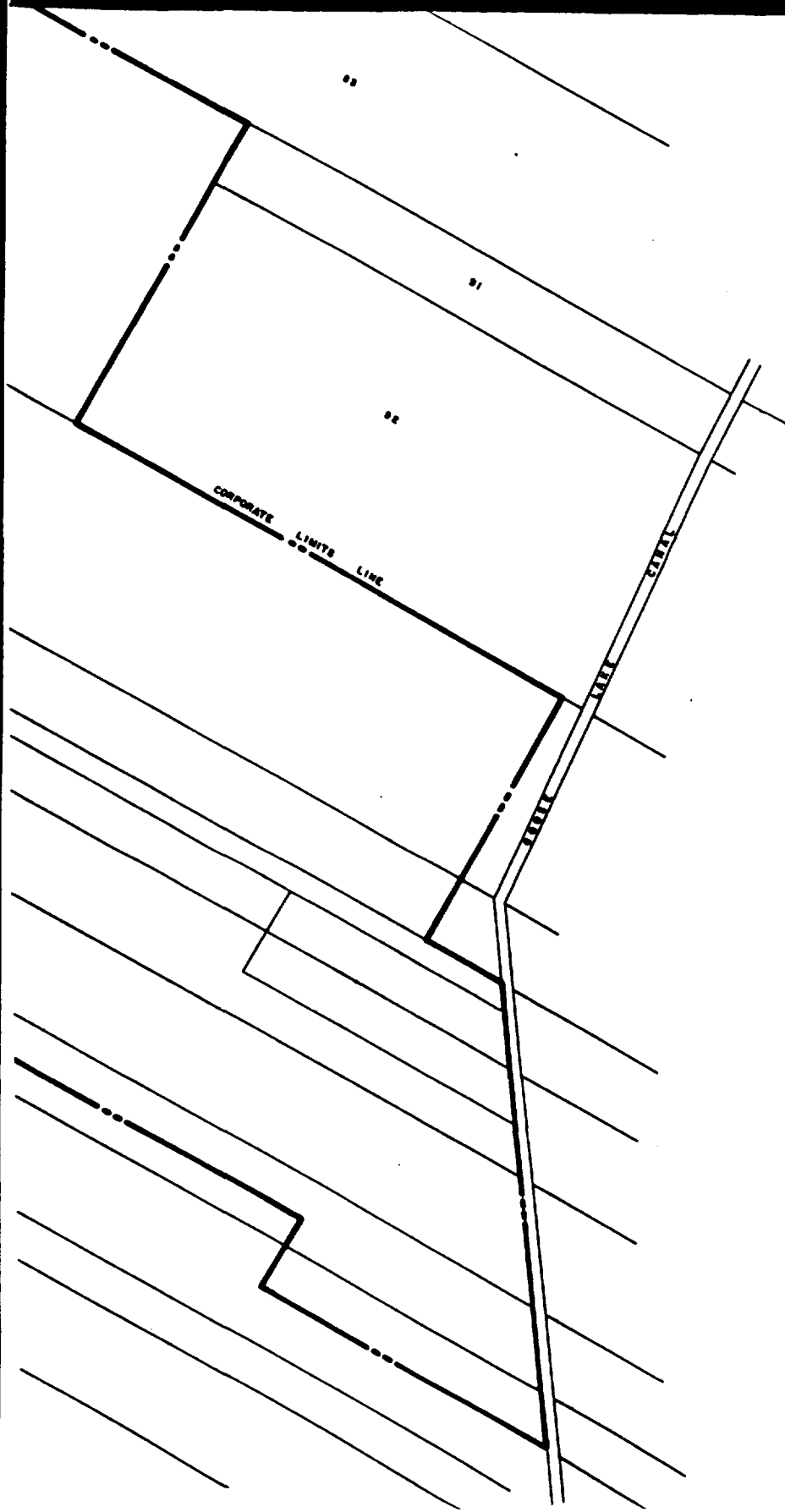


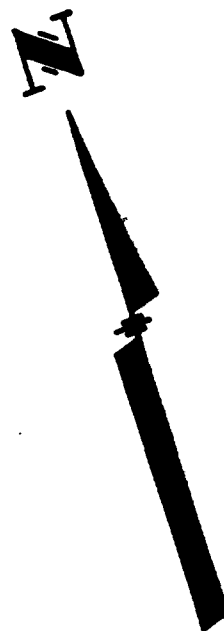


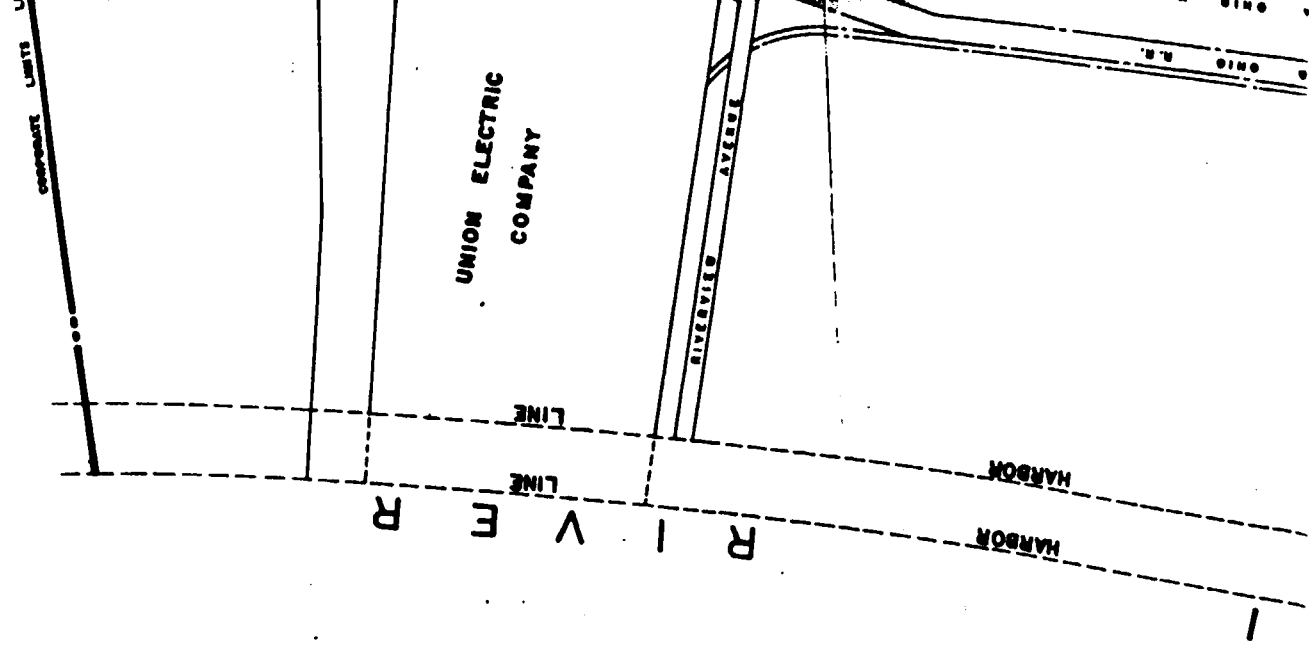
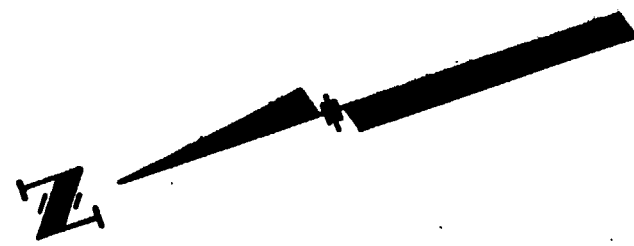


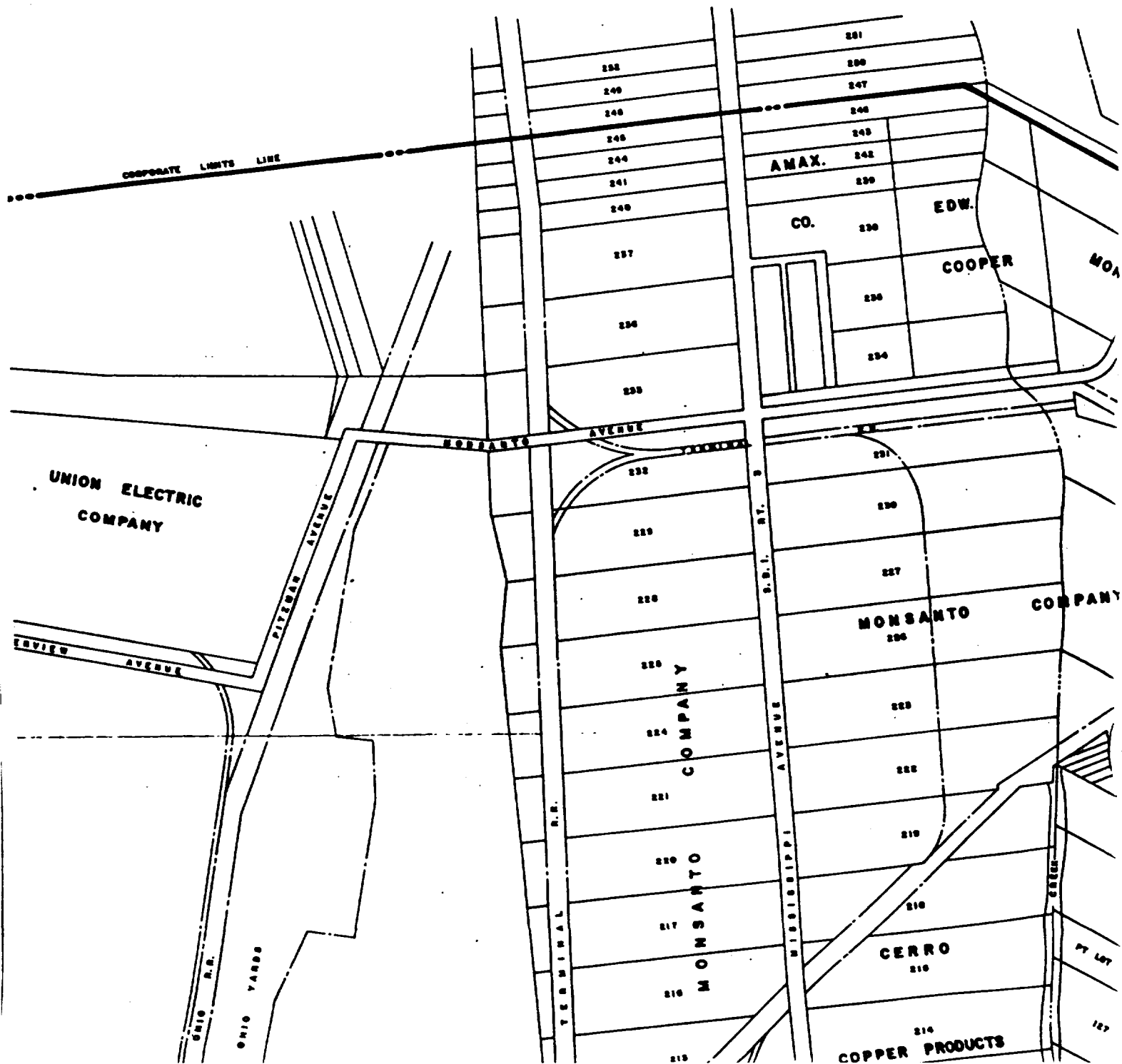


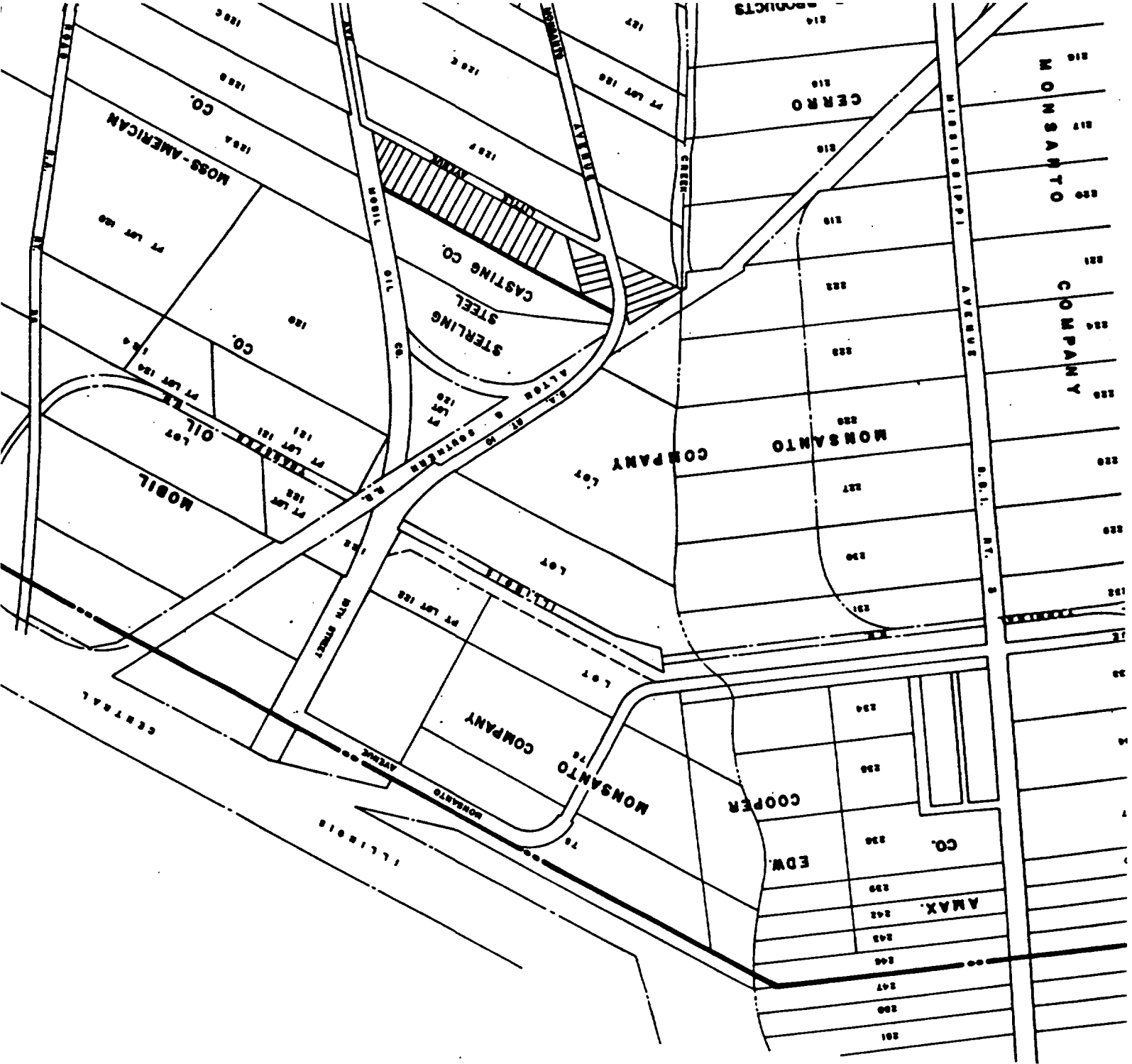


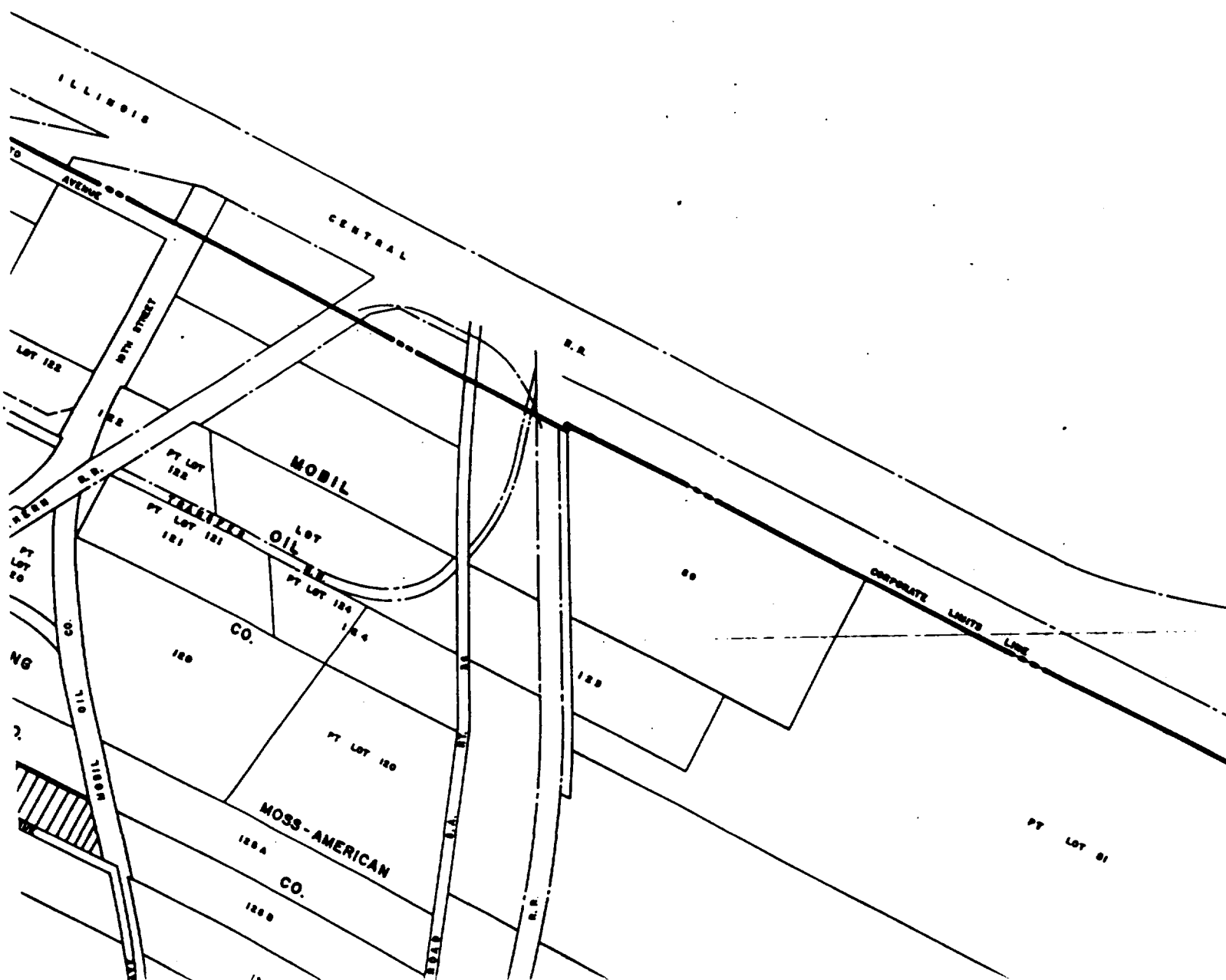






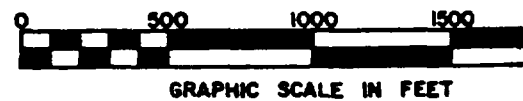




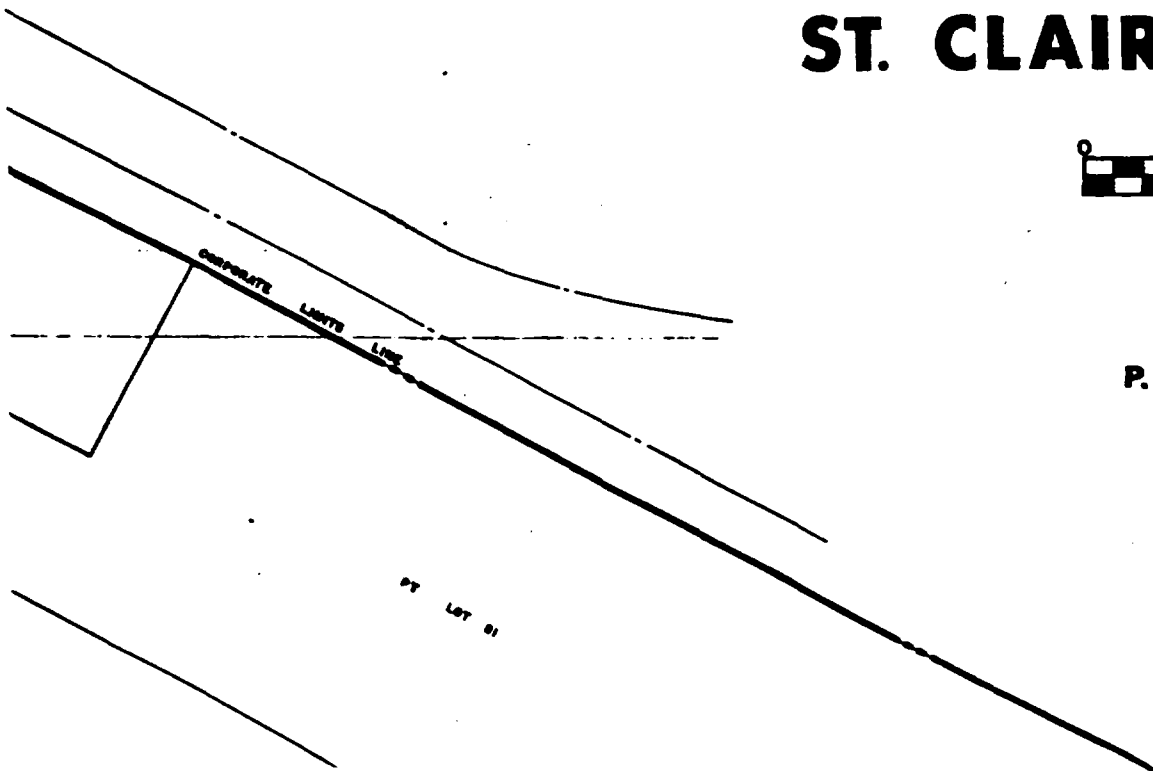


VILLAGE SAUG

ST. CLAIR COUNTY,



PREPARED BY
P. H. WEIS & ASSOCIATES
CONSULTING ENGINEERS



GE OF

GET

JNTY, ILLINOIS

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SCALE IN FEET

RED BY

ASSOCIATES

RESPONSES OF HAROLD W. WIESE TO
U.S. EPA LETTER OF MAY 19, 1987
WITH RESPECT TO DEAD CREEK AREA G
SAUGET SITE, SAUGET, ILLINOIS

EXHIBIT 3B

July 14, 1987

Ms. Susan Swales
5 HE-12
U.S. EPA - Region V
Waste Management Division
Cercla Enforcement Section
230 South Dearborne Street
Chicago, Illinois 60604

Re: Dead Creek Area G, Sauget Site, Sauget, Illinois

Dear Ms. Swales:

In accordance with several telephone conversations with Tom Mintz and David Favero of your office, there is enclosed Harold Wiese's responses to your letter of May 19, 1987. As I mentioned to David and Tom, we have been diligently attempting to obtain some of the information you asked for, but the delay in obtaining the information has prevented us from delivering the answers to you until this date. As I stated in my letter to Mr. Constantelos of April 29, 1987, we do not agree that Mr. Wiese is a potentially responsible party for the Dead Creek Area G site. We still believe and our investigation confirms to us, that he is an innocent landowner who did not dispose of or cause to be disposed of or have knowledge of the disposal of any hazardous substance on that portion of the property owned by Mr. Wiese, which is included in the Dead Creek Area G site.

As stated in my meeting on behalf of Mr. Wiese with the Illinois Environmental Protection Agency, and the U.S. EPA on April 20 in Chicago at your offices, we wish to continue to cooperate with the U.S. EPA and the Illinois Environmental Protection Agency.

Ms. Susan Swales
July 14, 1987
Page 2

Mr. Wiese owns a certain parcel of property in Sauget, Illinois, a portion of which is located in the area designated by the EPA as Dead Creek-Area G. The responses to the questions in the U.S. EPA letter of May 19, 1987, are all responses to the Area G site and not to the entire property owned by Mr. Wiese. If our understanding that this is the only area in which you are interested is incorrect, please let us know. The Area G site portions owned by Mr. Wiese are on the eastern portion of the total ground owned by him. The western portion of the ground owned by him is used by Wiese Planning & Engineering Company, a company owned 100% by Mr. Wiese. This western portion of the property has been used for a number of years by Wiese Planning & Engineering incident to its forklift business.

If you have any questions with respect to the enclosed matter, please don't hesitate to call me.

Sincerely,

Walter L. Wittenberg

7780(D)

Mr. Harold Wiese
Wiese Planning & Engineering
1520 Page Industrial Blvd.
St. Louis, MO 63132

April 14, 1987

Sample Designation: EEG-107, DC-GW-20
Collected By: Ecology & Environment, Inc.
Sample #: 3420-003-3003
Client Number: 3420-003
Date Received: 03-18-87
Page One of Five

ANALYTICAL REPORT

<u>PARAMETER</u>		<u>UNITS</u>
CYANIDE	< 0.01	mg/l
<u>METALS (Total)</u>		
ALUMINUM	0.161	mg/l
ANTIMONY	0.185	mg/l
ARSENIC	< 0.01	mg/l
BARIUM	0.70	mg/l
BERYLLIUM	0.003	mg/l
CADMIUM	0.006	mg/l
CALCIUM	500	mg/l
CHROMIUM	0.044	mg/l
COBALT	0.574	mg/l
COPPER	0.040	mg/l
IRON	344	mg/l
LEAD	0.198	mg/l
MAGNESIUM	76.0	mg/l
MANGANESE	9.90	mg/l
MERCURY	< 0.2	ug/l
NICKEL	0.68	mg/l
POTASSIUM	39.7	mg/l
SELENIUM	< 0.005	mg/l
SILVER	< 0.01	mg/l
SODIUM	186	mg/l
THALLIUM	< 0.01	mg/l
TIN	< 0.04	mg/l
VANADIUM	0.10	mg/l
ZINC	3.70	mg/l

RESPONSE OF HAROLD W. WIESE TO U.S.
EPA LETTER OF MAY 19, 1987 WITH
RESPECT TO DEAD CREEK AREA G SAUGET
SITE, SAUGET, ILLINOIS

EXHIBIT 5A

Wiese Planning & Engineering
Mr. Harold Wiese
Sample Designation: EEG-107, DC-GW-20
Client #:3420-003
Sample #:3420-003-3003
April 14, 1987
Page Two of Five

DEAD CREEK ORGANIC ANALYSIS HAZARDOUS SUBSTANCE LIST (HSL)

ANALYTICAL REPORT

<u>PARAMETER</u>		<u>UNITS</u>
<u>VOLATILES</u>		
CHLOROMETHANE	< 10	ug/l
BROMOMETHANE	< 10	ug/l
VINYL CHLORIDE	< 10	ug/l
CHLOROETHANE	< 10	ug/l
METHYLENE CHLORIDE	< 5	ug/l
ACETONE	< 5	ug/l
CARBON DISULFIDE	< 5	ug/l
1,1-DICHLOROETHENE	< 5	ug/l
1,1-DICHLOROETHANE	< 5	ug/l
TRANS-1,2-DICHLOROETHENE	< 5	ug/l
CHLOROFORM	< 5	ug/l
1,2-DICHLOROETHANE	480.0	ug/l
2-BUTANONE	< 10	ug/l
1,1,1-TRICHLOROETHANE	< 5	ug/l
CARBON TETRACHLORIDE	< 5	ug/l
VINYL ACETATE	< 10	ug/l
BROMODICHLOROMETHANE	< 5	ug/l
1,1,2,2-TETRACHLOROETHANE	< 5	ug/l
1,2-DICHLOROPROPANE	< 5	ug/l
TRANS-1,2-DICHLOROPROPENE	< 5	ug/l
TRICHLOROETHENE	289.4	ug/l
DIBROMOCHLOROMETHANE	< 5	ug/l
1,1,2-TRICHLOROETHANE	< 5	ug/l
BENZENE	3821.1	ug/l
CIS-2,3-DICHLOROPROPENE	< 5	ug/l
2-CHLOROETHYL VINYL ETHER	< 10	ug/l
BROMOFORM	< 5	ug/l
2-HEXANONE	1920.1	ug/l
4-METHYL-2-PENTANONE	< 10	ug/l
TETRACHLOROETHENE	243.1	ug/l
TOLUENE	6439.1	ug/l
CHLOROBENZENE	2606.4	ug/l
ETHYL BENZENE	< 5	ug/l
STYRENE	< 5	ug/l
TOTAL XYLENES	< 5	ug/l

Wiese Planning & Engineering
 Mr. Harold Wiese
 Sample Designation: EEG-107, DC-GW-20
 Client #: 3420-003
 Sample #: 3420-003-3003
 April 14, 1987
 Page Three Of Five

ANALYTICAL REPORT

PARAMETER		UNIT
<u>SEMI-VOLATILES</u>		
PHENOL	7,696	ug/l
BIS(2-CHLOROETHYL)ETHER	< 10	ug/l
2-CHLOROPHENOL	530	ug/l
1,3-DICHLOROBENZENE	< 10	ug/l
1,4-DICHLOROBENZENE	456	ug/l
BENZYL ALCOHOL	5,159	ug/l
1,2-DICHLOROBENZENE	190	ug/l
2-METHYLPHENOL	< 10	ug/l
BIS(2-CHLOROISOPROPYL)ETHER	< 10	ug/l
4-METHYLPHENOL	2,080	ug/l
N-NITROSO-DIPROPYLAMINE	< 10	ug/l
HEXACHLOROETHANE	< 10	ug/l
NITROBENZENE	< 10	ug/l
ISOPHORONE	< 10	ug/l
2-NITROPHENOL	< 10	ug/l
2,4-DIMETHYLPHENOL	1,409	ug/l
BENZOIC ACID	< 50	ug/l
BIS(2-CHLOROETHOXY)METHANE	< 10	ug/l
2,4-DICHLOROPHENOL	2,061	ug/l
1,2,4-TRICHLOROBENZENE	277	ug/l
NAPHTHALENE	2,160	ug/l
4-CHLOROANILINE	10,417	ug/l
HEXACHLOROBUTADIENE	< 10	ug/l
4-CHLORO-3-METHYLPHENOL		
(PARA-CHLORO-META-CRESOL)	< 10	ug/l
2-METHYLNAPHTHALENE	< 10	ug/l
HEXACHLOROCYCLOPENTADIENE	< 10	ug/l
2,4,6-TRICHLOROPHENOL	< 10	ug/l
2,4,5-TRICHLOROPHENOL	< 50	ug/l
2-CHLORONAPHTHALENE	< 10	ug/l
2-NITROANILINE	< 50	ug/l
DIMETHYL PHTHALATE	< 10	ug/l
ACENAPHTHYLENE	< 10	ug/l
3-NITROANILINE	< 50	ug/l
ACENAPHTHENE	< 10	ug/l
2,4-DINITROPHENOL	< 50	ug/l
4-NITROPHENOL	< 50	ug/l
DIBENZOFURAN	< 10	ug/l

Wiese Planning & Engineering
Mr. Harold Wiese
Sample Designation: EEG-107, DC-GW-20
Client #: 3420-003
Sample #: 3420-003-3003
April 14, 1987
Page Four Of Five

ANALYTICAL REPORT

<u>PARAMETER</u>		<u>UNIT</u>
2,4-DINITROTOLUENE	< 10	ug/l
2,6-DINITROTOLUENE	< 10	ug/l
DIETHYLPHTHALATE	< 10	ug/l
4-CHLOROPHENYL PHENYL ETHER	< 10	ug/l
FLUORENE	< 10	ug/l
4-NITROANILINE	< 50	ug/l
4,6-DINITRO-2-METHYLPHENOL	< 50	ug/l
N-NITROSODIPHENYLAMINE	< 10	ug/l
4-BROMOPHENYL PHENYL ETHER	< 10	ug/l
HEXACHLOROBENZENE	< 10	ug/l
PENTACHLOROPHENOL	< 50	ug/l
PHENANTHRENE	< 10	ug/l
ANTHRACENE	< 10	ug/l
DI-N-BUTYLPHTHALATE	< 10	ug/l
FLUORANTHENE	< 10	ug/l
PYRENE	< 10	ug/l
BUTYL BENZYL PHTHALATE	< 10	ug/l
3,3'-DICHLOROBENZIDINE	< 20	ug/l
BENZO(A)ANTHRACENE	< 10	ug/l
BIS(2-ETHYLHEXYL)PHTHALATE	< 10	ug/l
CHRYSENE	< 10	ug/l
DI-N-OCTYL PHTHALATE	< 10	ug/l
BENZO(B)FLUORANTHENE	< 10	ug/l
BENZO(K)FLUORANTHENE	< 10	ug/l
BENZO(A)PYRENE	< 10	ug/l
INDENO(1,2,3-CD)PYRENE	< 10	ug/l
DIBENZ(A,H)ANTHRACENE	< 10	ug/l
BENZO(G,H,I)PERYLENE	< 10	ug/l

Wiese Planning & Engineering

Mr. Harold Wiese

Sample Designation: EEG-107, DC-GW-20

Client #: 3420-003

Sample #: 3420-003-3003

April 14, 1987

Page Five Of Five

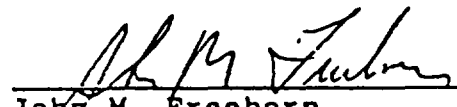
ANALYTICAL REPORT

PESTICIDES & POLYCHLORINATED BIPHENYLS (PCB's)

<u>PARAMETER</u>		<u>UNIT</u>
ALPHA-BHC	< 0.05	ug/l
BETA-BHC	< 0.05	ug/l
DELTA-BHC	< 0.05	ug/l
GAMMA-BHC (LINDANE)	< 0.05	ug/l
HEPTACHLOR	< 0.05	ug/l
ALDRIN	< 0.05	ug/l
HEPTACHLOR EPOXIDE	< 0.05	ug/l
ENDOSULFAN I	< 0.05	ug/l
DIELDRIN	< 0.10	ug/l
4,4'-DDE	< 0.10	ug/l
ENDOSULFAN II	< 0.10	ug/l
4,4'-DDD	< 0.10	ug/l
ENDOSULFAN SULFATE	< 0.10	ug/l
4,4'-DDT	< 0.10	ug/l
ENDRIN KETONE	< 0.10	ug/l
METHOXYCHLOR	< 0.5	ug/l
CHLORDANE	< 0.5	ug/l
TOXAPHENE	< 1.0	ug/l
AROCHLOR-1016	< 0.5	ug/l
AROCHLOR-1221	< 0.5	ug/l
AROCHLOR-1232	< 0.5	ug/l
AROCHLOR-1242	< 0.5	ug/l
AROCHLOR-1248	< 0.5	ug/l
AROCHLOR-1254	< 1.0	ug/l
AROCHLOR-1260	< 1.0	ug/l

Analyses performed in accordance with E.P.A., A.S.T.M., Standard Methods or other approved methods.

If you have any questions, please call.


John M. Freeborn
Laboratory Manager
Envirofact, Inc.